



Court File No. **VLC-S-S-120351**

No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

DAVID LONG

PLAINTIFF

AND:

IMOGO MOBILE TECHNOLOGIES CORP.

DEFENDANT

Notice of Civil Claim

This action has been started by the Plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 in the above-named registry of this court within the time for Response to Civil Claim described below, and**
- (b) serve a copy of the filed Response to Civil Claim on the plaintiff(s).**

If you intend to make a Counterclaim, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-named registry of this court within the time for Response to Civil Claim described below, and**
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the plaintiff(s) and on any new parties named in the Counterclaim.**

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim with the time for Response to Civil Claim described below.

Time for Response to Civil Claim

A Response to Civil Claim must be filed and served on the plaintiff(s),

- (a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the Notice of Civil Claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the Notice of Civil Claim anywhere else, within 49 days after that service, or
- (d) if the time for Response to Civil Claim has been set by order of the court, within that time.

Claim of the Plaintiff

Part 1 - STATEMENT OF FACTS

1. The Plaintiff is a businessman, residing in British Columbia, with an address for service is c/o Harris & Company LLP, 1400 – 550 Burrard Street, Vancouver, British Columbia.
2. The Defendant is company incorporated under the laws of Canada, having a registered office at 203-4211 Kingsway, Burnaby, British Columbia.
3. On or about February 9, 2010, the Plaintiff entered into a management services agreement the Defendant, pursuant to which the Defendant agreed to appoint the Plaintiff President of the Defendant effective May 10, 2010 and the Plaintiff agreed to serve the Defendant in that capacity for a three year term (the "Contract").
4. The Contract included, amongst others, the following express terms:
 - a. monthly compensation of
 - i. \$15,000.00; and
 - ii. 10,000 common shares of the Defendant;

- b. upon termination of the Agreement for any reason excepting just cause, the Plaintiff would be paid two years fees, being \$360,000.00 and 240,000 common shares of the Defendant (the "Termination Fee"); and
 - c. the Defendant would provide a gross-up for any required tax remittances required to be paid by the Plaintiff.
- 5. The Plaintiff faithfully and diligently performed his duties on behalf of the Defendant and proved to be a valuable and reliable executive.
- 6. On or about April 15, 2011, the Plaintiff advised the Defendant that he would be terminating the Contract on or about May 27, 2011, as:
 - a. the Plaintiff's repeated requests for financial statements from the Chief Executive Officer of the Defendant, Mr. Stewart Irvine, had been ignored; and
 - b. Mr. Irvine consistently resisted the Plaintiff's request to call an Annual General Meeting of the Defendant to inform investors in the Defendant of the Defendant's then financial position.
- 7. On or about effective April 18, 2011, the Defendant, through Mr. Irvine, terminated the Contract without just cause and without payment of the Termination Fee to the Plaintiff.
- 8. Alternatively, by its conduct as set forth in paragraph 6 herein, the Defendant repudiated the Contract, which repudiation was accepted by the Plaintiff on or about April 18, 2011.
- 9. To date, the Defendant has provided the Plaintiff with only \$24,000.00 in satisfaction of the Termination Fee owing to the Plaintiff under the Contract.
- 10. Despite repeated demands, the Defendant has refused to pay the balance of the Termination Fee.

Part 2 - RELIEF SOUGHT

1. Damages for breach of contract/wrongful dismissal;
2. Interest pursuant to the *Court Order Interest Act*, R.S.B.C 1979, c.76;
3. Costs; and
4. Such further and other relief as this Honourable Court may deem just or necessary.

Part 3 - LEGAL BASIS

Breach of Contract/Wrongful Dismissal

5. At the time of his termination, it was an express term of the Contract that the Plaintiff would receive the Termination Fee from Defendant.
6. The Defendant has refused to pay the entirety of the Termination Fee and has, to date, paid the Plaintiff only \$24,000.00.
7. By its actions, the Defendant has wrongfully terminated the Plaintiff's Contract.
8. As a result of the Defendant's breach, the Plaintiff has suffered, and continues to suffer, loss and damages, including the loss of fees, damages and expense.

Plaintiff's address for service:

Harris & Company LLP
Barristers and Solicitors
14th floor Bentall 5
550 Burrard Street
Vancouver, BC V6C 2B5
Attention: Paul D. McLean

Fax number address for service:

604. 684 6632

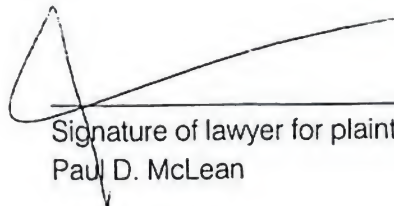
Place of trial:

Vancouver, British Columbia

The address of the registry is:

The Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

Dated: 16 January 2012



Signature of lawyer for plaintiff
Paul D. McLean

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

Appendix

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Claim for wrongful dismissal/breach of contract.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issue concerning the probate of an estate
- ☒ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

Part 4: STATUTES